MOORE'S MELODIES:

THE ORIGINAL PUBLISHERS,

AND

THEIR LAWSUITS.

BY

JAMES DOWLING.

"I will soon introduce you to my jocund friend * * * *, whom you will find warm from his match of single-stick with a brother publisher. Peace to their differences; it is a wrathful trade, and the *irritable genus* includes the bookselling as well as the bookwriting species."—SIR WALTER SCOTT.

DUBLIN:
ANGUS MURRAY AND CO.
ALSO,
E. PONSONBY AND H. MORROW.

1863.

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MOORE'S MELODIES—THE ORIGINAL PUBLISHERS, &c.

"Those two little brothers, the Powers, are going to war ding-dong, and seem resolved to be 'belligerent powers,' as well as their betters"—so wrote Tom Moore to Miss Godfrey in 1816; and however we might be disposed to admire at other more fitting times a display of the poet's wit, as the emanation of a brilliant fancy, it is to be regretted that the occasion which called it forth in the present instance was not of a more pleasing and satisfactory nature, when we consider the position in which all parties stood towards each other. He acted doubtless upon the usually received idea—an erroneous one we think—that when people who ought to know better are so silly as to resort to the law, with its "glorious uncertainty," for the purpose of clearing up their misunderstandings, they become fit subjects for the caustic, though, mayhap, delicate humour of their acquaintances—we were about to say friends, for they, too, sometimes take strange liberties; and, perhaps, after all, Moore only put in practice, what from his point of view he considered his privilege as a friend, in writing as he did; but which, according to our old-fashioned notions of good taste, we cannot help thinking, would have been more becomingly exercised in the breach than in the observance. It will not however do, to be over particular or exacting with "the pet of the drawing-room," more especially where a lady correspondent was in question.

By the way, it is amusing to notice his evident partiality for the term "little," as applied to parties, most of whom we may well believe were much over his own stature; he never mentions the Powers in particular without prefixing it, and one would be

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naturally led to infer from this, that he himself, the "wee man," must have been of ample proportions, if the contrary was not of almost proverbial notoriety. There are many sketches by different hands, but we cannot call to mind anything more graphic than the picture which Willis, a brother poet, has drawn of him, where he describes the personages formerly to be met with at the celebrated "Friday Evening" assemblies of the late Countess of Blessington :—

> "He noted Lady Stepney's pretty hand,
> And Barry Cornwall's sweet and serious eye ;
> And saw Moore get down from his chair to stand,
> While a most Royal Duke went bowing by."

Yet, the dear fellow, to do him justice, did not omit to deal similarly by himself when he had the opportunity, for, is not the *nom de plume* of "Thomas Little" well known to fame ?

In looking over the pages of that much-abused work, "Memoirs, Letters and Diary of Moore, by Lord J. Russell," from which we have quoted our opening lines, we find throughout, scattered allusions to the unhappy differences in their *business* relations, which had arisen between the brothers (and which we have set ourselves the task of chronicling), but, the information to be gleaned from that source is necessarily of so scanty a nature, that it leaves us completely at fault, not only as to the causes which led to such disagreeable results, but also as to which side—unless, as sometimes happens, both were in error—the blame should incline. This deficiency, with the reader's leave, we now purpose in some measure to supply, with a minuteness of detail, which (although at first sight it might leave us open to the charge of being over tiresome) we prefer to vague generalities, however gracefully expressed.

But, perhaps, in this age of advanced ideas, as they are called, when nothing is considered worthy of perusal which has not a dash of the "sensational" largely intermixed, it may appear to not a few that we are about to claim attention to a subject which does not of itself possess sufficient interest for the purpose. To all such objectors, if any there be, we candidly admit at starting,

that in what we are about to say, they will find nothing to suit their peculiar tastes; nor are we going to offer anything so attractive, as we can imagine a well-written account would be, that should place before us, as in a mirror, the clashing of opinions, and interests which may have taken place between the members of some of the famous literary partnerships which have been formed occasionally, from the days of Wyatt and Surrey to our own; still, although such is not our intention, having no ambition for so elevated a flight, we conceive that there can be no good reason advanced for overlooking the less interesting affairs (as we must admit them to be) of those, without whose timely aid and excellent judgment authors themselves would not alone have been debarred the means of reaching the public, but they would never have undertaken the composition of the very works on which their fame now securely rests; we mean, of course, that important and respectable body, the publishers, to the enterprise of many of whom it need scarcely be said does the world owe the possession of the most approved productions. For instance, would Moore have written *Lalla Rookh*, were it not for the commercial spirit of the Longmans; and it may also be questioned whether we should ever have even heard of the Irish Melodies, if a William Power had never lived; there, consequently, always ought to be a degree of kindly feeling, if nothing more, entertained towards him and his brother, arising out of their business connexion with our National Lyrist, and which we freely confess they would not of themselves be able otherwise to awaken. Entertaining these sentiments we have not been deterred, by the want of exciting matter in our subject, from filling a void we found to exist, and which we shall now proceed to do without further preface or apology.

Before, however, coming to that period of the hostilities alluded to by the poet, it will be necessary for our purpose, and render subsequent events more intelligible, to give a sketch of the preceding mercantile arrangements of the brothers; the removal from this world, we trust to a better, of all the parties principally concerned, will enable this to be accomplished with more freedom than would be proper or allowable under a different state of things.

Previous to 1799, James and William Power, who were sons of William Power, a citizen of Dublin, carried on the business of musical-instrument makers, at No. 36 Tighe-street (a portion of the city now considered ill adapted for such a trade), but no formal document defining their operations appears to have been entered into until the 22nd of January in that year.*

The terms then agreed on were, that the partnership should continue for their lives—the benefits and losses to be equally shared; it was contemplated that at some future time the parties might be disposed to extend their business by becoming publishers of music, or in some other way, inasmuch as after designating their trade to be the making of musical instruments, they added, "and also in the management and doing of all such other "business as they shall think fit, and mutually agree and con- "sent to trade in."

The concern at this time must have been of rather limited extent, if one is to judge from the fact, that there is no mention of any capital having been put in by either party, and from the stipulation that neither should draw a larger weekly allowance than sixteen shillings. It does, however, appear, that matters soon began to improve, for we find that in April, 1802, the house, No. 4 Westmoreland-street was taken,† and without dissolving the first partnership a second one was formed, which included two other persons named John Thompson and Henry Browne.

The deed then entered into bore date on "All-fool's day;" it was agreed that, the four parties should, on equal terms, carry on the business of "buying, selling, printing, and hiring music, and of buying, selling, and hiring musical instruments," to continue for seven years, and to be transacted at the new house in Westmoreland-street, William Power to be the acting partner,

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* The year 1799 is also rendered noticeable as the one in which the future author of the Melodies first appeared in London.

† Now forming part of the establishment of Mr. Marcus Moses. In the many arguments adduced in favour of the present site of the unfortunate Moore Testimonial, an obviously strong one was overlooked, it being in view of the house from whence issued the poet's most popular and durable work. About 1827 the landlord's interest devolved upon the late William Elliott Hudson, himself a collector of Irish music, and the friend to whom Thomas Davis dedicated his Life of Curran.

the other three coming under the operation of the Irish Anonymous Partnership Act at their own desire, the effect of which, as the reader is aware, was to create a limited liability, the sleeping partners, as they are termed, not being responsible to the public for more than their registered shares.

About four years after this, namely, in 1806, William Power alone came to the well-known understanding with Moore for the publication of the Melodies, with the aid of Sir John Andrew Stevenson, from which eventuated such memorable results to all parties. It would certainly seem, as if William in thus dealing on his own account with Moore and Stevenson, took a not over fair advantage of his position as active partner to secure the benefit of the arrangement to himself; and having early in March of the following year purchased the shares of Thompson and Browne, he became the owner of three-fourths of the Westmoreland-street concern, without any apparent resistance or opposition from his brother.

Not long after completing the second partnership, James Power went to try his fortune in London, and thus there were three establishments in operation in which he had an interest, that is, the old firm of "James and William Power" in Tighe-street, the second, of "William Power & Co.," in Westmoreland-street, and his own new London house at No. 34 in the Strand.

James Power had, as his manager, a Mr. John Bennison, whose name occurs in the letters and diary of Moore; he sometimes fair-copied, for the engraver, the poet's effusions, with the accompanying music.

Early in 1807* appeared together the first and second numbers of the Melodies, the sole publisher being William Power.

The seven years for which the articles of 1802 were to continue having expired on the 1st of August, 1809, it became necessary to have a new arrangement, and, accordingly, on the 4th of the same month, a deed was signed, this time confined to William and James Power. It stated that, a settlement of accounts

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* In this year also the work of another poet, the very antithesis, as it were, of Moore, first saw the light; we allude to the "Parish Register" of Crabbe.

having taken place, it appeared that a sum of £562 was due to James on foot of his one-fourth share of the stock and profits, and his interest in the lease of the Westmoreland-street house; and it was agreed that, in consideration of William's giving James an exclusive right for five years of publishing and selling in England and Scotland, all the musical productions which had been published by William for the three years subsequent to the 1st of April, 1806, James would accept £300 in discharge of the larger sum owing to him, he on his part to make over his share in the house.

The works published by William, and which James was to be allowed to sell in England and Scotland, comprised most of the favourites of the period. How few of them, if any, with the exception of the Melodies, hold ground in the public estimation may be gathered from the following list:—

First and Second Numbers of the Melodies.

The First Attempt.	Kinnegad Slashers.
Pooh! Dermot.	Now's the merry month.
Here's the bower.	To the brook and the willow.
Oh! why should the girl?	Major Loftus' March.
Wilt thou say farewell?	When I am doomed.
Love and the Sun Dial.	Time, empty form.
The Pilgrim.	Roundelay
The Catherine.	Parting hour.
Love my Mary.	Sheelah's love.
Johnny Adair.	March and Quick Step, by Moran
Come, take the harp.	Under the greenwood tree.
Dance in Mother Goose.	Cease not yet.
L'Oiseau.	Waltzes, by Moran.
Tekeli—Rondo.	Fanny Fair.
The maid whose heart.	Ye flowers that droop.
Sir A. Wellesley's March.	

It was not convenient for William to pay the £300, and in consequence he was obliged to pass his bills therefor at long dates.

Only the first two numbers of the Melodies being included in the license to publish in Great Britain, James, on the 25th of September, 1809, addressed a letter to his brother, in which he said, "I feel much disappointed at the silence you observe about the third number of the Irish Melodies, and wish to know if you

will allow me to publish them here (London), and on what terms;" but it does not appear that William gave the required permission, for upon his going to London soon after, we find James sending to his lodgings on the 24th November, the following proposal:—

"I am willing to publish, on the following terms, the third number of Irish Melodies, and such other things as you may be willing for me to print in London—to allow you for the Melodies, 9s., and for any other works half price, deducting the net expenses of engraving, paper, printing, and binding. I am also willing to have a dealing with you for other things thus, to charge and be charged as cash, for all of Mr. Moore's and Sir John Stevenson's compositions, and to exchange with you every other work of my printing for yours, and settle all accounts every six months, or as early after as possible.

To this William, on the same day, replied:—

"I received your letter, with a proposition for printing the Irish Melodies, &c., and am willing to allow you to publish the third number, and the songs named below, on the terms named therein, and to open an account, subject to the regulations proposed."

The songs named were—

Moore's—"Young Jessica"—"Light sounds the Harp" "Love's light summer cloud"—"When 'midst the gay I meet" —"Origin of Woman"—and Stevenson's "Bess of Aberdeen"—"Ah! what woes are mine to bear"—"Oh, then, dearest Ellen"—The serenade of "Lilla, Come down to me"—"Be gay! be gay!"

It is evident that James Power, by his residence in London, had more frequent opportunities than his brother of meeting *Mr.* Moore (how strangely that sounds!) in personal intercourse, and we are, therefore, not surprised to learn that he soon became the principal party, in the eyes of the bard, with whom he should in future have business transactions.

James immediately set to work to improve his position, for, within three days after making the proposal of the 24th, he became the purchaser of the copyright of all the miscellaneous works of Moore, which had theretofore been exclusively published by Carpenter, of Bond street.

Hitherto, it will have been observed, that matters pursued the

even tenor of their way, nothing appearing to disturb the harmony which naturally existed between the partners, or to bring them into collision with other publishers; but this pleasant condition of things was not destined to continue, for we discover that, owing to the popularity of the songs, unauthorized parties began to publish imitations, necessarily of inferior merit, yet, by reason of the adoption of similar titles and metre, quite capable of causing annoyance, if not actual loss. The person most active in carrying on this system of piracy was a music-seller named Walker, having his place of business in Great Portland-street, London.

On the 25th of September, 1810, William Power writes to his brother, in answer to a letter from him on this subject:—

"Late yesterday, I received your letter of the 20th, covering the pirated copy of *Fly not yet*, and wish you to be as prompt in taking such proceedings against Walker (in case he will not give up the plates and copies) as you may be advised to do by your attorney; or, if he thinks it necessary, have counsel's opinion, whether an action will or will not lie against him for the piracy. Long since I answered you about *Sweet fair*. Such proceedings as prudence would dictate I wished to be commenced against Wheatstone if he did not cancel the plates. In a former letter, which you never answered, I told you of Mrs. Beresford's return to town. If you wish it, I will call on her about your accounts, or deliver any letter you may send me for her.

"You have not told me who is the author of your new opera, nor at which theatre it is or has been performed. I would also like to know where Braham is now, or what he is doing, and how the songs he sung at the Lyceum go off. My father and Anne are well, and join in affection to you, Jane, and the children."

The opera referred to must have been *The Bee Hive*, which Moore was then after finishing. Writing to his mother, he says, "There is so much call for the opera that I have made a present of it to Little Power to publish, that is, nominally I have made a present of it to him, but I am to have the greater part of the profits notwithstanding. I do it in this way, however, for two reasons, one, that it looks more dignified, particularly after having made so light of the piece myself; and the second, that I do not mean to give anything more to Carpenter, yet do not think it

worth breaking with him, till I have something of consequence to give Longman. Little Power is of wonderful use to me, and indeed, I may say is the first liberal man I have ever had to do with." *

In accordance with William's suggestion, James caused what is technically called "a case" to be laid before Mr. Richardson, of the Middle Temple, for his advice. This gentleman, on the 29th of November, gave his opinion to the effect, that Walker had been guilty of an infringement of the copyright of *Fly not yet*, and was, consequently, liable to an action at the suit of Mr. Power, but, from some unexplained cause, no steps were taken against Walker until early in 1814, with what success shall be seen.

William Power, on the 29th of April, 1811, writes—

"The opinion of Councillor Duhigg, which I had good reason to expect without expense, prevented my writing to you immediately on receipt of your last. The opinion is, that an action will lie against Hannam, and consequently against Walker. I, therefore, think it would be well judged in you to get the opinion of another counsel who goes into a record court, on other business.

"I have received the parcel sent by the coach, with the small parcel of Burchall's print * * * * all charged trade price, and not a seventh book with any one of them. This I beg may be explained in your next.

"I received fifty *Friend of my Soul*, which I did not want, and not a copy of '*Fly from the world, O Bessy*,' that I ordered. I also received some imperfect copies of those things before sent; the title-sheet only of some of them coming to hand. With respect to the *Beehive*, I have only to say that I have not yet been able to sell a single copy of it, but I suppose it will sell, as Cooke has told me of your having sent him the Dialogue of it, and of its being in rehearsal. Williams has selected it for its first performance on his benefit, the 14th of next month. I am far from wishing you to make a sacrifice of your publications, or the profits arising from them, to me; and as you say there are music-sellers here (whose names you so cautiously avoid giving), have ordered things from you in such considerable number, in the name of G-d, supply them, and do not injure yourself by confining your dealings to me. As to the copyright works I have

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* Memoirs, &c., vol. i, pag 264.

purchased from Holden, all I shall now say is, that I know the number you have had of them, and that the property in them is now solely mine, as Holden only sold the liberty of publishing them in London to Clementi and Co., without excluding himself from so doing. As to the difference in price, it is too contemptible to say a word on, for if they sold them at a penny each you ought to have been enabled to sell at the same rate; and before you would indirectly censure me, or allow others (their names I know not) to do so, it might be necessary for you to be better informed as to the works that are property and those that are not in this country. I shall feel obliged if you will send me in your next, or as soon after as you can, an account of those things you have sold of mine, and send me by the coach fifty of the Melologue. My father is well, &c."

In November William went to London, and whilst there a new arrangement took place between him and James, which was ultimately the foundation of the unpleasant controversies which arose between them.

On the 7th of that month James addressed the following letter to his brother, then stopping at the Cecil Coffee House in the Strand:—

"To meet the proposition you made me this morning, I agree to pay you one-half of such sum or sums as have been paid to Mr. Moore and Sir John Stevenson, for each and every one of their single pieces named and priced in the annexed catalogue, —three-fifths of the sums paid the above gentlemen for the Irish Melodies; and I further consent to give you such works as I have of the said Mr. Moore and Sir John Stevenson for two-fifths of the sums I have paid for the same, which are also named and priced in the annexed catalogue; and that the arrangement made with Mr. Moore for his future musical writings and compositions, for which he is to be paid the sum of five hundred pounds per annum, is hereby considered a principal part of this agreement, and to be paid to him in the same proportion, that is, on your part two-fifths, and three-fifths by me; and I further agree to pay and receive from you, in the same proportion, for such other works as you or I may hereafter have from Sir John Stevenson; and that immediate notice shall be given of each article, and an arrangement made to enable each to have the article or work published on the same day. Your interest and title to the exclusive sale of Ireland, without any interference of sale or title whatever to England and Scotland; and no claim, title, or interference whatever on my part to your exclusive sale in Ireland. All accounts to be closed and finally settled to

this day, except the exchange account, which may be carried on as usual."

William replied on the same day :—

"I received your letter this morning, of which the following is a copy, and fully acquiesce and agree to the arrangement proposed therein."

He then copies James' letter.

To these letters were annexed accounts current of money transactions relative to the musical works, and which, although not specially referred to, were to be taken as finally closed.

At the risk of being thought unnecessarily tedious, we venture to give a condensed summary of these accounts, particularly as they were referred to by both parties in the progress of their subsequent disputes.

William charged his brother with the following :—For fourteen songs, including the *East Indian*, £64 5s. 0d. The first and second number of the Melodies, £82 10s. 0d. Third and fourth numbers, £144 18s. 0d. Paper, £90 6s. 0d. Sundries, £44 11s. 0d., and for forty-one songs of Stevenson's, £98 5s 0d., making a total of £524 5s. 0d.

James' account contains these items :—Sundries, Instruments, &c., £78 5s. 4½d. Two unpaid bills, at sixteen and twenty-two months, £83 6s. 8d. each, and interest, £176 8s. 8d. Two-fifths of £616 16s. 0d. paid to Carpenter and others for copyrights, £246 14s. 0d. Total, £501 8s. 0½d, leaving the balance of £22 16s. 11½d. in William's favour, and which he ever afterwards alleged was never paid.

It may not be out of place to mention that the paper used by William Power for the Melodies was manufactured by the then eminent firm of "William Pickering and Sons," Great Newton Mills, Rathfarnham. It was a branch of the London house of "Magnay, Pickering, Magnay and Pickering," one of the then junior partners being the present Sir William Magnay, Bart. Mr. Pickering, senior, brought to Ireland a large capital, and he is still remembered in the locality as a liberal and considerate employer, and to whom the term "one of the good old school" was most applicable. His partiality for this country was so

strong that, upon the unusual compliment being paid him by the Corporation of London, although a non-resident for some years, of nominating him one of their high-sheriffs, he declined the honour, preferring to live in his adopted land. Differences with the work-people, however, occasionally occurred. It is related that in July 1825, when Sir Walter Scott visited Ireland, the late Sir Philip Crampton took him to his mountain residence at Lough Bray. On the road they were surprised to see the people collecting in crowds, evidently labouring under considerable excitement. Instantly a body of horse-police and another of dragoons galloped up, and matters began to wear a serious aspect; one man in particular, with frantic gestures, under the inspiration of valour-inspiring whiskey, kept calling on the soldiers to shoot him if they "daar," at the same baring his bosom to facilitate the operation. He was, however, forced away by the women, and the gathering soon after dispersed without any unpleasant consequences. When all was over Scott, with mock gravity, thanked his host for all his kindness and hospitality, and particularly in having actually got up a little rebellion for his especial entertainment. It appeared on inquiry that the mill hands were displeased at the introduction of some new machinery, and threatened to burn the place.

To resume.—Although WilliamPower brought into his account certain publications, it would seem, from the following letter of Mr. Bennison's to him, that some of them at least were not yet published. The letter is not dated, but from its being directed to the "Cecil Coffee House," evidently was written in November, 1811.

"The letter your brother received, while you were in the Strand, was from Mr. Moore, acquainting him that the Lapland song and the Spanish airs had not yet left Kegworth, but that he should to-morrow (this day) forward them to you. As despatch is to be the order of the day, I need not urge the necessity of hurrying Stevenson with them. I, therefore, hope you will forthwith send them over with the *East Indian*, the speedy publication of which is rendered necessary by Clementi's having announced the intention of publishing the most celebrated vocal works of Mozart, with new English words; and though the production might not possess so much merit as Mr. Moore's, yet as having the precedence of publication, might, in some degree, militate

against its sale. If they should be directed to our house, they will be too large a parcel for post. Can you tell me how they can come cheapest and expeditious to you?

"Mr. Moore likewise expresses a strong desire for your Connaught Musical Treasure,* for, he says, 'though the number is certainly forward, he is far from being satisfied with it. The songs at present finished shall be engraved without delay, and the proofs sent by post.'"

James Power, on the 6th of March, 1812, came to an agreement with the poet by which the latter was to get £500 a-year for seven years, for all musical works edited by him. This arrangement was embodied five days afterwards in a formal deed, on which occasion also articles were entered into between James and his brother, whereby William bound himself to contribute £200 a year for six years as his share of the annuity, in lieu of which he was to have the exclusive right of sale in Ireland; and for this purpose James undertook to furnish him with all works as soon as they should come to his hands, and not to send them to any other person in Ireland for publication under a penalty of £500.

Having arranged with Moore, it became important for James to have an understanding with Sir John, and we find him, on the 18th of April, writing to his brother:—

"I delayed answering your letter of the 3rd, in hopes of some account from Liverpool respecting the music, but have not as yet received any. With respect to the annuity to Sir John, I cannot give you a decisive answer, but suppose £100 a-year may be safely offered for his compositions and arrangements, and that he should not give less than twelve single pieces in the year. What I mean by "single pieces" is ballads, duets, or glees—the arrangements to be of Mr. Moore's subjects. Your own ideas I wish to have on the business to see how far they agree with mine. Mr. Moore has been this some time in Leicestershire, where he wishes to retire if he can get comfortable lodgings, near to Lord Moira's house there, as the use of his library (which he has got) is a

* Moore, on the 23rd March, 1813, writing to James Power, refers to this collection:—"I agree with Stevenson in not very much liking the air from Crotch; but I cannot at all understand why your brother, when he communicated this piece of intelligence, did not send a better air in its stead from his boasted Connemara stock." Memoirs, &c., vol. i, p. 339.

great object, and he is fully determined to make literature his sole pursuit, which it is impossible for him to do in London. He has a large poem (I should suppose nearly the size of the "Lady of the Lake") in a very forward state, and which he is very anxious to finish. There are several beautiful ballads interspersed through it, which we will have in course, and which we might have ready for publication as soon as the book, if you make or close an agreement with Sir John. All Mr. M.'s ideas he would have with the poems. When Mr. M. returns I shall write again, but as that may not be for ten days or more, I expect to hear from you in answer to this, and request you will not name these particulars to any person whatever, for Mr. M. does not wish that it should be known what he is about until the work is ready for the press. He and Stevenson united should be a grand object with us. Your immediate and candid opinion is therefore necessary, as I have other subjects to mention to you. T. Cooke's after piece I have published, but not yet offered for sale, as I want to have the *breeze* it knocked up some way allayed before I do. It takes eighty-one plates, exclusive of the title (which bears your name with my own); price 10s. 6d.," &c.

No permanent agreement with Sir John took place until some time afterwards. Moore's opinion was that £200 a-year would be a very fair offer. Meantime, the knight continued his arrangements of our poet's works as before. There is a break in the correspondence of a year, for the next letter we have is one of the 17th April, 1813, from James:—

"With this you have a proof *The Rose-tree* as a glee. I wish you to know from Sir John if he intends having the same accompaniments to it for a single voice. I hope the three sets of proofs of the Church work, with the manuscripts of the Melodies, have satisfied him. Your title-plate, with a proof of the fifth number, as corrected by Mr. Moore, was in the same parcel which I forwarded according to my letter advising you of the same on the 1st of April, and directed as the last you received. Pray, let me know if Sir John has made any further corrections on that proof (Melodies). Mr. Moore was to have sent to you, under cover to Mr. Corrry, *Savourneen Deelish*, in the hope it would save some time; this I trust he has done. He has written a very pressing letter to Stevenson to meet him at Mr. Ready's, for which place he leaves Kegworth with Mrs. Moore and children on Thursday next. Mr. M. is to remain there for some time, and he comes up to town for a month or six weeks. During his stay here I shall have the preface written for his book, and as you have a corrected copy, you had better get on with it as quickly as possible. There

were a few copies of the *Woodpecker* published by T. Cooke, and that was to answer a particular purpose for Michael Kelly, who now has the plates. I only can publish it with some more of his compositions, and to which I had your name put in conjunction with my own. As I have already told you, they are *all* signed by him. From the great sale it had, I was induced to wait on Braham, to know if he would sing some MSS. which I have. A mutual explanation took place. His terms are twenty guineas for each successful song, and to which *only* will he allow his name. I should prefer giving him some of Mr. Moore's, if you are willing to join me in the speculation; if not, I have several others that I am sure he will not only like, but succeed in."

On the 29th he again writes:—

"I received your letter, with *Savourneen Deelish*, and I should not have answered it to-day but for the set of plates you want Austin to do. I shall not let any work of mine interfere with his expediting them. I shall give him proofs of those I have, and get those he does proved and corrected, but you must send your own order to him to do them. As for any speculation I may make with Braham, I shall carefully avoid any misunderstanding with you, and this was my object in mentioning the interview I had with him. Now, unless you are willing to give me two-fifths of what I am to give him, I shall not engage him to sing any song that you have any right or claim to, having, as I stated in my last, many that will suit him of my own and undivided property. Every song I got from Mr. Moore since my engagement with him in March, 1811, you have got copies of. I kept no particular account of the time I received them. If I had I should send it to you. * * * * * * Stevenson, I conclude, if not in this country, is on his way. Bennison has gone to Broadwood's about the pianofortes for him; the first intimation I had on the subject was your letter. It will cost me fifty guineas to get the remainder of his Church work engraved, exclusive of his likeness; this I expect every day You can judge the sum this work has already cost me. Indeed, I have often wished I had never seen it. I will thank you to let me know, as you say you can, the number of *The Woodpecker* which has been published in Dublin. I cannot but say I am much surprised at your having put Kelly's title, in addition to the one with the same words by Stevenson. I hope it will not be turned to our disadvantage in the suit now pending in Chancery. How could you forget the pointed remarks the Lord Chancellor made on titles? It was the principal point on which he granted the injunction. I was particular in sending you a newspaper with the report. The present song has also a large vignette of the *Woodpecker* on the title."

The suit in Chancery alluded to was the one instituted against Walker, but which failed in obtaining redress.

We now approach the time when differences of moment began more openly to manifest themselves. On the 23rd of June Mr. Bennison writes to William :—

"I am sorry to perceive, from your letter to Mr. Grensill, that you have objected to a *nota bene* on the receipts your brother would have given for the fifth quarterly payment, pursuant to agreement, which N.B. was only in reference to the receipt he had given you for the fourth quarter when you were in town, and which you had paid before the deed was signed. I, therefore wish to bring to your recollection that, in my presence, you agreed to pay a quarter in advance, and had actually done so, as I above state. Under these circumstances, which I am likely to be called on to prove, it is evident that no payment has been made these six months and seventeen days; and unless you have reconsidered the agreement, and written further advice to your friend Mr. G., a termination of that deed must be the result, and both parties involved in a heavy lawsuit, which I wish could be prevented by any interference of mine."

In addition to this, William Power at this period was evidently not in the poet's favour, for on the 14th of July he writes to James :—

"With respect to your brother, I fear he will make me suffer for the pains I took to get him connected with us; but I shall be very grateful indeed for your keeping off as much of his annoyance from me as possible. If *you* are displeased with my advertisement or the intention expressed in it, you have but to say so and it shall be altered; but I dare say I shall have your sanction in not troubling my head about any criticism or objection of his, so that I may leave entirely to yourself the explanation you think proper to make, both with respect to this year's works and the announcement we agreed to put forth in the advertisement. Pray tell me how soon you think the numerous delays he is throwing in your way will enable you to bring out this number.*

The announcement which displeased William, was that about to be prefixed to the fifth number, published in December, 1813,

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* Memoirs, &c., vol. 1, p. 357.

in which it was stated that the sixth number would probably conclude the work.

William writes to his brother on the 1st of September—

"Enclosed you have half of a Bank of England note for fifty pounds, being payment of my portion of Mr. Moore's annuity, due the 6th. On your acknowledging its having got safe to hand, and sending me the necessary receipt, I shall send you the remaining half, as I do not wish this business to interfere with any other account. * * * * * * Goulding has been here some days, and I know he and Willis are making arrangements with Sir John for the exclusive right of publishing all his works, and Dalton, I find, has taken a very active part for them. Let me know immediately what is to be done. Sooner than lose him altogether I would undertake to pay him, as my portion, £100 a-year, but not more."

The negociations with Sir John were brought to a close in the following month. The deed between him and James Power bears date the 25th of October, 1813, by which, in consideration of £250 a-year, to be paid quarterly, he agreed to arrange for publication, during four years, all the musical works and compositions of Moore, and such other vocal works as James should require, not less, however, in any year than twenty-four original pieces, with songs, ballads, &c., (by whomsoever composed) except operas; he also assigned the copyright in all such works to James Power.

The proceedings against Walker, which were taken in James's name solely, being in progress, he wrote for Mr. Richardson's opinion, to which William replied on the 8th of January, 1814.

"Day after day since the receipt of your two last letters have I been searching for the opinion of Mr. Richardson, which you say you sent me, but as yet without success; to-morrow I shall make another effort, and if I succeed it shall be sent to you without delay. The deed conveying to me the shares of Messrs. Thompson and Browne in my house bears date the 3rd March, 1807. Could I have said that Sir John's likeness was a happy production, you should have heard from me to that effect, but the reverse being the case, and but little room for improvement, I thought it better to keep my opinion to myself. The proof you sent me was returned with all the improvements Robertson could

make. The music you forwarded on the 17th November I have received, but much damaged. I conclude you are not for sending me copies of Mr. Kelly's hymn, and as he is not at present in Dublin, to get the first and second numbers from him, I beg you will send me one of each in the usual way, that I may get them engraved, agreeably to his wish. You are the best judge of what *The Flowery Land* is worth to you. I suppose you are not ignorant of its being printed here by him. The proofs of the preface and advertisement for Mr. Moore's vocal works have not yet come to hand. The communication you wished to have made to my father has been done, and he sends you his blessing."

On the 28th of May the case against Walker came on before Lord Ellenborough. The result was thus announced to William by James:

"Notwithstanding you have not answered any of the letters I have written you since Mr. Moore's arrival in town, I feel it my duty to inform you that the long-expected trial with Walker came on this day before Lord Ellenborough. The first witness was Mr. Moore, who proved his having written the poems for the work, *Irish Melodies*, and his having sold the same to you. John Bennison followed, who proved my purchase of the same from you, but for want of a receipt or deed of sale, the title and action in the present case is lost. Mr. Moore being the only legal possessor of those numbers. I shall not at present say any more on this subject further than that I have given directions to my solicitor to commence a new action that will include Mr. Moore."

The poet, in a letter to his mother, thus refers to the trial. He only notices the compliments paid to himself.

"I had not time to tell you of my appearance at Power's trial, but Lord Ellenborough's manner to me was of the most marked respect and politeness, and was so far *politic* as well as polite, for he has secured my silence in his favour for ever. I would not from this out touch one hair of his wig. I send you a report of the trial, in which his compliments to me are noticed."*

The newspaper account sent to Mrs. Moore not being very long, we venture to reproduce it for the reader's benefit.

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* Memoirs, &c., vol. ii, p. 17.

"COURT OF KING'S BENCH, SATURDAY, MAY 28.

"*Power* v. *Walker*.

"Mr. HORACE TWISS for the plaintiff stated that this action was brought to try an important question of copyright. The plaintiff was the proprietor of Mr. Moore's *Irish Melodies*, from which the defendant had pirated two of the most popular songs, *Fly not yet*, and *Eveleen's Bower*, not verbatim indeed, but with alterations so slight as to be merely colourable; thus where Mr. Moore had written

"'Fly not yet, 'tis just the hour
When pleasure, like the midnight flower
That scorns the eye of vulgar light,
Begins to bloom for sons of night,
And maids who loved the moon,'

"The defendant had printed,

'Fly not yet, 'tis just the hour
When pleasure moves with briskest power;
When fancy decked with pinions bright,
Exerts with sons of mirth her flight,
And lovers court the moon.'

"The learned counsel thus went through the songs of Mr. Moore, and those of the defendant, reading the passages alternately from the genuine and from the spurious copy, and commenting on the lines as he proceeded. He made a concise statement of the law founded on the statute 8 Anne, chap 19, and explained by several modern cases, from which he proved the illegality of such adaptations as those of the defendant. He showed that the question for a jury in such cases is not how many lines or words have been changed or stolen, but whether the main design be a mere colourable contrivance to invade the copyright of another, which if it be in alterations, however artful, will not avail to shelter the piracy. In this case the defendant had even affirmed in his shop to one of the witnesses who went thither as a purchaser, that the spurious songs which he was selling were from the plaintiff's work, and (which furnished a further inference of his piratical design as to the *words*) he had stolen from the plaintiff's work even the arrangement of the *music*. The event of the cause was highly important, not only to the trade to which the plaintiff belonged, whose whole business as publishers would be pilfered away from them if such stratagems should be sanctioned by the law, but to men of literature, whose talents are too often their sole dependence, and whose compositions would yield them but a miserable pittance if the booksellers and music-dealers who might purchase the copyrights were not to be protected in the enjoyment of their fruits. It

was a question of consequence also in a national point of view what class of authors should supply the poetry to be associated with our popular airs: It was of importance not only to public taste but to public spirit. So well was this fact ascertained, that Government had thought it but just to give the elder Dibdin a pension for the services rendered by his patriotic songs in animating the brave seamen who had so long fought the battles of our country, and earned for us at last the blessings of the present memorable crisis. But, gentlemen (continued Mr. Twiss), the defendant boasts of his irregularities with all the complacence of an old warrior; he vaunts that he has been a fire-ship in the trade, and done no little execution in his time. It is the happiest metaphor a *pirate* could have selected; no one who was not, like the defendant, poet as well as pirate, would have thought of it, and it is pleasing to observe that he can thus make his poetry as ornamental as his piracy, as his piracy has been useful to his poetry. The present *action*, however, is not the kind to which this fire-ship may have been most accustomed, and I am not without a hope that some of our shot may strike the magazine, and blow the fire-ship fairly out of the water.

"Mr. Moore was the first witness called. He proved his transfer of the copyright to the plaintiff's brother, and the defendant's piracies of passages in the music.

"Mr. Bennison proved a transfer of copyright from the plaintiff's brother to the plaintiff himself, by a verbal agreement, that the plaintiff should have the exclusive right of publishing the songs in England, and his brother in Ireland.

"The Attorney-General, for the defendant, objected that the agreement ought to have been in writing, and that at all events the transfer proved by the witness did not amount to an assignment, but merely to a permission of selling in England, which would not be sufficient to ground a right of action.

"Mr. Twiss contended that copyright, like all other chattel interests, passed by mere verbal transfer, except where the words of a particular act, such as the Statute of Frauds, requires a written instrument, and argued that the expressions of the witness amounted to proof of an absolute verbal agreement.

"Lord Ellenborough, however, held that the statute 8th of Anne, chap. 19, which gave the copyright to the author's assigns, contemplated an assignment by that sort of written instrument, whereby such property is usually assigned. His lordship was therefore sorry to say that for the present the plaintiff must be non-suited, giving permission, however, to Mr. Twiss to move for a new trial, and bestowing a very honourable eulogium on the poetry of Mr. Moore.

"The Attorney-General—I am very glad we have had this case here, because it has given my learned friend Mr. Twiss

an opportunity of showing that he can conduct a cause through the seat of litigation without any apprehension of pirates or fire-ships. He has proved himself as good an advocate as he is a poet, for I was prepared to have convinced your lordship and the jury that his statement, eloquent as it was, contained not a little portion of poetry and invention."*

Walker's version of *Fly not yet* was published in a single sheet, and the words were stated to be by himself. The following are the remaining lines of his version, and the reader can judge from them how far they fell short of the original, or the reverse. To us they appear nothing short of a display of more than the usual amount of audacity:—

"'Tis now, when nature's hushed in sleep,
That maids to meet their lovers creep,
With softest hopes and wishes glowing,
Love, and youth, and fancy flowing;
Oh! stay—Oh! stay—
Joy so seldom loves to reign,
And we may never meet again,
Then wherefore part so soon?

"Fly not yet, the sparkling wine,
And beauty here with lustre shine;
Such beauty as was wont of yore
To grace the maids of Erin's shore,
Then wherefore court the moon?
Let pining lovers seek the shade,
And dream about some cruel maid.
Here beauty smiles, and love complying,
Nought that virtue bids denying—
Oh! stay—Oh! stay—
Joy so seldom comes to reign,
And we may never meet again,
Then wherefore part so soon?

A new action was immediately commenced in Moore's name.

On the 6th of June, 1814, Mr. Bennison writes this somewhat laconic and unceremonious epistle to William Power:—

"I am desired by Mr. Power to say that this day one-half of

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* See also 3rd Maule and Selwyn's Reports, 7 Trinity Term, 1814.

a Bank of England post bill for £50 has come to hand, and that he will not sign a receipt before the day he receives the whole."

And on the 15th James himself writes—

"It was my intention never more to have had any written communication with you; however, as your presence will be necessary at the trial of the new action now pending in Mr. Moore's name against Walker, and which will be tried during the sitting after the present term (about the 4th of next month), I have preferred writing this once to know if I may depend on your being here at the time, before I put myself to the painful necessity of resorting to that mode of procedure the law has provided (*sub pœna*). Mr. Moore being the plaintiff in the present action, the defendant may not admit that he was the writer of the poems in question, and this, I conclude you can prove, and in addition may have the original manuscript of the first and second numbers, the corrections or alterations he made. Perhaps you will see the necessity of an immediate answer."

The poet, on the 9th of July, for the first time transferred, by a formal assignment, the copyright in the first four numbers to William Power. Writing to James, on the 1st of August, he expressed dissatisfaction at the turn things had taken, and stated that the only way for him to get spotless out of the scrape would be to adhere to the resolution he had made when in town, and totally break the engagement. He added, "I shall finish the set of twelve sacred songs as I have begun them, but shall not take anything for them; they shall be a saintly work of supererogation, and a peace-offering to the bond at parting." * He subsequently, by letter of the 10th of September, stated that he would continue to act under the deed upon condition that the current year should not be reckoned, he wishing to confine himself to his poem, and that whatever sum he had drawn on account should be carried to his debit for 1815, and for this accommodation he promised to make a present of the twelve sacred songs to James and William jointly. To this James at first agreed, but finding, as William alleged, that it would be advantageous to him (William being anxious for some breathing time in the payment of the £200 a-year, and believing that the delay would increase

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* Memoirs, &c., vol. ii., page 33.

the public anxiety for any new work of Moore's), withdrew his consent, and insisted on the poet's accepting payment for what he had offered as a present; and having, as he thought, induced the poet to continue to act under the deed, James wrote to his brother requiring him to send over his share of the last quarter's payment. Before doing so, William, on the 8th of November, wrote both to his brother and the poet; the latter did not at once reply, but on the 12th, we find him writing thus to James:—

"I have had a letter from your brother, which I shall not know how to answer till I hear from you. He says you have written to him that you have every reason to think *I* shall act upon the deed this year, and that therefore you request he will send over his last quarter."*

On the 15th James acknowledges William's letter—

"I have received your letter of the 8th in answer to my notice to you of my having prevailed on Mr. Moore to continue to act under the deed I have with him. That notice I considered it necessary to give you in the same pure spirit of equity that compelled me to return the last quarterly payment you made me, at which time I had Mr. Moore's formal letter rescinding that engagement. All I shall now say on this subject is, that I feel I have discharged my duty towards you, and that I feel perfectly released from that responsibility you held by the deed I gave you. Any promises I made Mr. Moore were on my own account, and I don't want to make you tributary in any shape whatever in the fulfilment of them. It is most sincerely my wish to preserve friendship with you, but matters of business must be governed by their own rules."

The poet having visited Ireland in the following year, William thought it an excellent opportunity to obtain a new assignment to himself of copyright. He, in furtherance of this desire, caused the necessary instrument to be prepared. It bears date on the memorable 18th of June, 1815, and by it is transferred "Cease, O cease to tempt"—"Here's the bower"—"Light sounds the Harp"—"Love's light summer cloud"—"Oh! soon return"—"Oh! why should the girl of my soul be in tears?"—"When 'midst the gay I meet"—"Wilt thou say farewell, love?',

* Memoirs, &c., vol. ii., page 51.

—"Love and the sundial"—"Oh! why should I listen"—"She climbed the hill"—"Bright leaf"—"Young Jessica"—"Pooh, Dermot," and "Rabbinical Origin of Woman." The witnesses are "John Rowe Power, of the city of Dublin, Esquire, and Marcus Moses, of said city, apprentice to said William Power."

The associations connected with the first-named witness are somewhat of a remarkable kind. Originally a shopman in Cork, Mr. John Power, by fortunate investments in lotteries and other speculations, amassed a considerable fortune, which at his death amounted to seventy thousand pounds. In 1815 he was resident in Dublin, having a share with Mr. Grierson in the patent as King's Printer. Being taken suddenly ill a few years ago (of which illness he died in four or five days), he sent for his old acquaintance, the late Sir Mathew Barrington, to make his will, by which, after disposing of the greater amount of his property to several parties, he left the residue, which turned out to be worth nearly thirty thousand pounds, to Sir Mathew himself. Mr. Power having died a bachelor, his relatives disputed the residuary clause of the will, alleging that it had been obtained by unfair means, particularly as it appeared that for twenty years at least before the deceased sent for Sir Mathew, all intercourse had ceased between them. The will, however, was upheld on appeal, chiefly on the testimony of the late Sir Philip Crampton. Mr. Power appears to have acted as witness for the poet, as he is favourably alluded to in *The Diary*, where the Dublin visits are recorded, while no mention is ever made of William Power.

In October, 1815, William also obtained an assignment from Stevenson of his interest in several works, including "Here's the bower," and "Oh! then, dearest Ellen." The document bears date on the 7th.

On the 9th of March, 1816, James writes to his brother—

"Enclosed you have one-half of bank of England post-bill for £50, which I this day received by your directions, under cover. As I long since sent you my final answer, I have nothing more to say than return it. You have also enclosed the three half-bills, value £100, which you sent a short time since, and which I return, as you have not thought fit to comply with the express condition I took charge of them on."

The "condition" referred to his demand for authority to sell exclusively in Great Britain all the works of which William had become the owner, and for that purpose he required to have a deed executed to him, which William had an objection to.

Matters having now come to a crisis, James, on the 24th of June, sent a notification to the music-sellers in England of his being the only possessor of the copyright of Moore's works, and the person solely empowered to supply them.

William, on the 3rd of July, by way of retort, circulated amongst the same parties a statement of his having purchased the copyright of Stevenson's works (set out in a catalogue), and also the four first numbers of the Melodies; and cautioned them against purchasing from any one but himself.

It became apparent that this controversy could have but one termination, and we accordingly find James Power, on the 16th of July,* filing his bill in the Irish Court of Chancery for a performance of the agreement of the 7th November, 1811, and that William might be compelled to execute to him a legal conveyance sufficient to give him an exclusive right of publishing and selling in England and Scotland the first four numbers of the Melodies and the other works specified in the account annexed to the letters, James, on his part, offering to do anything required of him by the agreement, and praying that William might be restrained by injunction from publishing or selling such Melodies and works until he should have answered the complaint.

In order to prevent that very unpleasant process from issuing, William filed his answer on the 1st of August, and by it he relied on the previous agreement in the letters of 24th November, 1809, which he accused his brother of fraudulently suppressing, as they were part of the arrangement of 1811, and contained matter of importance to him.

The cause never came before the court, inasmuch as a con-

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* Rolls Book, 1816, p. 231—It was this proceeding to which Moore alluded in the letter to Miss Godfrey. Writing to James Power, on the 1st of October, 1816, he says, "I have been long intending to ask you whether it is probable I shall be called upon by either you or your brother in the course of your law proceedings in Dublin this winter. I wish to ascertain this point, as it might a good deal influence my movements on leaving Derbyshire."—Memoirs, vol. ii., p. 109.

sent for arbitration was signed on the 2nd of December, and made into an order on the 6th, to the effect, that all matters in dispute between the parties should be referred to William Walshe and Daniel O'Connell, barristers, arbitrators indifferently chosen, whose award should be final, if made before the 20th January, 1817.

It would strike the most casual observer that to select as arbitrators the counsel who had advised the proceedings at both sides from the beginning, and who may well be supposed to have been imbued with the feelings of their clients, was not the course best calculated to give moral weight to their decision. The practice, no doubt, was, and still is, by no means uncommon; but how such arbitrators can be considered as *indifferently* chosen seems a marvel; and in the present case each referee was regularly instructed, and paid by the party for whom he acted in the same manner as if he were an advocate, and not an arbitrator.

The inquiry was held on the 13th, 14th, and 15th of December, and the result arrived at as heads of an intended award was thus given in writing by O'Connell, who acted for William Power:—

"Deeds of partnership, 1799, &c., set aside, and mutual releases executed."

"Letters of 1809 and 1811 declared void, and William Power to have the works."

"William to pay arrears with interest, &c., under the deed of 1812, and to have the works."

"William to pay a portion of costs in England of proceedings by James."

"Still open.

"Damages to William for loss of works, under deed of 1812, and publishing them in Ireland by James.

"Damages for breach of the Exchange account."

James Power, it was said, being dissatisfied with this decision, left Ireland without having given his consent to the enlargement of the time for making up the award, and consequently the whole proceeding fell to the ground.

In July 1817, William went to London with the intention of instituting proceedings in the English Court of Chancery to re-

strain James from selling the first four numbers, but his counsel, the Solicitor-General, and Mr. Blake (afterwards Chief Remembrancer in Ireland), did not approve of such a course, but recommended an action at law.

Being fully determined not to relinquish his purpose, he sent a notice to James on the 31st of July, cautioning him against selling the Melodies, or proceedings would be taken.

Notwithstanding this James, on the 2nd of August, sold the third number, and on the 4th the songs of *Here's the Bower*, and *Oh ! then, dearest Ellen.**

William at once commenced an action in the Common Pleas at Westminster, claiming £5,000 damages.

The case was ready for hearing in the after-sittings of Hilary, 1818, before Mr. Justice Dallas, but upon its being called on, that judge recommended a reference to arbitration, and Mr. Rose being selected arbitrator, a formal verdict for the amount claimed was recorded.†

The arbitration took place on the 18th, 20th, and 25th of February, 1818. The deed of 11th March, 1812, was decided to be in full force, and that neither party should take advantage of any alleged breach of its provisions, the annuity to be considered as fully discharged by William, who was declared exclusively entitled to publish and sell in Ireland the publications mentioned in the award. These included *The Canadian Boat Song*, the fifth, sixth, and seventh numbers of the Melodies (he having the other four under the deed of 1812), the sacred songs, and *The Melologue.*

It would appear that James was not dissatisfied with this second arbitration, as Moore, on the 6th of April, wrote: "I can

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* This song was published under the title of *The Rosebud of Summer*, and was sung at Covent Garden by Miss Stevens, afterwards Countess of Essex, with her wonted ability.

† William Power's leading counsel was Mr. Sergeant Lens. Moore in his Diary, vol. vi, p. 283, mentions an anecdote of Madame de Stael mistaking Charles Long for the sergeant, who had just then done something disinterested in the way of refusing office, and saying what a pleasure and honour she felt to be made known to a man who in those days could so magnanimously *rejeter les emplois.* Lord B., who was standing by, said, "I beg your pardon, Madame, Mr. Long has shown his patriotism by serving the crown."

no longer delay congratulating you on the result of the arbitration, which I conclude, from what you say, is as favourable as you could desire. I wish you joy upon it most sincerely." Here we have another instance of questionable taste. Congratulations might surely well be spared in such a case, if propriety of feeling is to be ever taken as a guide.

Pending the completion of the deed necessary to give effect to the award, William complained that his brother did not comply with the decision arrived at, as the only work furnished to him, out of all he was to publish in Ireland, was an imperfect MS. of the seventh number, wanting the advertisement, giving the reasons for the resumption of the work.

In December 1818, a gentleman brought William a book of the seventh number to have it bound with some other music, and upon being asked where he got it, replied, that he purchased it at James Power's in the Strand; that he told the latter it was to be brought to Dublin, where he resided; on hearing which James said, that "he had got the start of the Irish edition;" and on the gentleman remarking the beauty of the title-page, James observed that it was much superior to the one to the Dublin issue." Upon this William took the opinion of Mr. Blake, who recommended a Bill in Equity for performance of the award and deed of 1812; but we have not been able to ascertain whether this advice was ever followed. The probability is that it was not, the results attained by the previous attempts having only illustrated, if that were necessary, the proverbial uncertainty of legal warfare, and therefore likely, on cool reflection, to discourage any further experiment in the same field, where victory on either side would have been a calamity to both.

In February 1819, the poet entered into a new engagement for six years with James Power alone, who thereafter continued the publication of the Melodies on his own account.

We shall conclude by simply stating, that in 1820 William Power, in conjunction with the late John Cumming and others, published a letter-press edition of the Melodies, terminating with the seventh number. This edition is the one all subsequent Irish issues have been obliged to copy, thus excluding the remainder of the work, which contains three additional numbers published

in England; and when a recent Dublin edition, with the music, was ushered in with great blowing of trumpets, it would have been only candid in the publisher to have stated that his book was short by some forty melodies. Perhaps, however, in this age of questionable morality in trading speculations, that would have been too much to expect. At all events the fact did not transpire which doubtless assisted the main object,—increase of the sale.

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